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## US Equal Employment Opportunity Commission v. EADS Aeroframe Services, LLC

Judge Patricia Minaldi

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## US Equal Employment Opportunity Commission v. EADS Aeroframe Services, LLC

### Keywords

EEOC, EADS Aeroframe Services LLC, 04-2013, Consent Decree, Hostile Work Environment, Race, African American, Aerospace, Title VII, Employment Law

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ROBERT H. SHEMWELL, CLERK  
WESTERN DISTRICT OF LOUISIANA

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
LAKE CHARLES DIVISION**

**U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION**

**VERSUS**

**EADS AEROFRAME SERVICES, L.L.C.**

\* **CIVIL ACTION NUMBER: 04-2013**  
\*  
\*  
\* **JUDGE MINALDI**  
\*  
\*  
\* **MAGISTRATE WILSON**

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**CONSENT DECREE**

1. The United States Equal Employment Opportunity Commission ("the Commission") instituted Civil Action Number 04-2013 in the United States District Court for the Western District of Louisiana, Lake Charles Division, on September 30, 2004, charging EADS Aeroframe Services, L.L.C. ("Defendant") with violations of Section 703(a)(1) and (2) of Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. Sections 2000e-2(a)(1) and (2); Section 704(a) of Title VII of the Civil Rights Act of 1964, as amended; and 42 U.S.C. Section 2000e-3(a), and alleging that the Defendant subjected Charging Party, Michael Fontenot, and other similarly situated African American and Hispanic employees, to a racially offensive work environment.

2. Defendant's Answer denied the allegations. This Consent Decree ("Decree") resolves the Charge of Discrimination filed by Michael Fontenot, Charge Number 270-2003-01141 and the lawsuit instituted by the Commission, Civil Action No. 04-2013, United States District Court, Western District of Louisiana.

3. Defendant, EADS Aeroframe Services, L.L.C., has not admitted and specifically denies that it engaged in any unlawful employment practices; and

4. The parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law; and

5. EADS Aeroframe Services, L.L.C. and the Commission have agreed to settle this matter for the relief specified in this Consent Decree; and

6. The Commission and EADS Aeroframe Services, L.L.C. wish to resolve all claims and controversies encompassed by or arising out of EEOC Charge No. 270-2003-01141 and Civil Action No. 04-2013 without burden, expense or delay of further litigation.

Therefore, it is ORDERED, ADJUDGED AND DECREED that:

7. The negotiation, execution and entry of this Consent Decree constitutes a complete resolution of all claims that were made or could have been made by the Commission against EADS Aeroframe Services, L.L.C. in this action.

8. Neither the negotiation, execution, nor entry of this Consent Decree shall constitute an acknowledgment or admission of any kind by EADS Aeroframe Services, L.L.C., that its officers, agents or employees have violated or have not been in compliance with Title VII or any other applicable law, regulation or order.

9. EADS Aeroframe Services, L.L.C. formerly engaged in the business of maintaining, repairing, overhauling, and modifying commercial, civil and general aviation aircraft at the Chennault Airport in Lake Charles, Louisiana. In July, 2005, substantially all of the assets of Defendant were sold to "FFC Louisiana" pursuant to a document dated July 8, 2005 characterized as an "asset sale."

10. If, during the three year length of this Decree, EADS Aeroframe Services, L.L.C., resumes operations in the United States, it will be deemed a Defendant subject to the terms and

conditions of this Decree. If, subsequent to the effective date of this Decree, an entity deemed the legal successor of EADS Aeroframe Services, L.L.C. within the meaning of Title VII, commences operations in the United States, that entity will also be deemed a Defendant within the meaning of and subject to the terms of conditions this Decree. Therefore, when the word "Defendant" is utilized herein, it refers both to EADS Aeroframe Services, L.L.C. and any legal successor to the entity within the meaning of Title VII.

### **PROHIBITION AGAINST RACIAL DISCRIMINATION OR HARASSMENT**

11. Defendant, its directors, officers, agents, employees and successors or assigns shall not maintain or permit discrimination in the workplace against any applicant for employment or employee based upon such person's race, and in particular will not permit any form of racial discrimination or harassment to be maintained in the workplace. Rather, Defendant will make prompt and remedial action to correct any race discrimination, and particularly any racial harassment, that may occur.

12. Defendant, its directors, officers, agents, employees and successors or assigns shall not maintain or permit race discrimination or harassment in the workplace against any applicant for employment or any employee, and will not permit any retaliatory action because the employee or applicant has exercised their federally protected right to make a complaint under Title VII. Defendant will not tolerate any retaliatory management decision.

13. Should it or a legal successor commence operations, Defendant agrees to implement and distribute to all employees and to enforce an effective written policy and procedure for preventing and investigating complaints of discrimination and harassment as well as those of retaliation in the workplace. Defendant will also ensure that the Defendant's Owners and Management staff, particularly its Managers and Supervisors, have received a copy of the

policy and procedures concerning harassment and discrimination and will ensure that these policies contain the information detailed in paragraph 14 below.

14. During the duration of this decree, if Defendant resumes operations in the United States, or if an entity deemed Defendant's legal successor for purposes of Title VII commences operations in the United States, it shall maintain a complaint procedure that is designed to encourage employees to file internal complaints regarding race discriminations and retaliation regardless of the position held by the alleged harasser so long as those complaints are made in good faith. Defendant's complaint procedure shall provide the following: (1) simple, convenient, confidential and reliable mechanisms for reporting incidents of race discrimination and harassment; (ii) prompt investigation of complaints of race discrimination and retaliation; (iii) appropriate remedial action to resolve the complaint and to deter future incidents of race discrimination and retaliation; (iv) assurances that complainants will not be subjected to intimidation, harassment and/or retaliation; and (v) assurances that the company deems it impermissible to take any form of adverse action against someone who makes a complaint of employment discrimination, so long as the person who makes the complaint does so in good faith; and (vi) the name and telephone number of EEOC's Field Office in which the entity is doing business. Defendant shall report compliance under this section to the EEOC New Orleans Field Office.

15. Defendant agrees not to hire Bryant Taylor at any business it may operate now or in the future.

#### **INDIVIDUAL RELIEF**

16. Defendant shall pay to Michael Fontenot the sum of fifteen thousand dollars (\$15,000) as compensatory damages within twenty (20) days of signing of this Decree by the Defendant and Commission, or seven (7) days following Mr. Fontenot's execution of a Receipt, Release and Settlement Agreement, whichever is later. Defendant or its counsel shall provide a copy of the check issued to Michael Fontenot to the EEOC's New Orleans Field Office to the attention of Lillian Thornton, Senior Trial Attorney, at the address of the EEOC: EEOC, New Orleans District Office, 1555 Poydras St., Suite 1900, New Orleans, Louisiana 70112.

17. Defendant shall pay to John Brown the sum of one thousand five hundred dollars (\$1,500.00) as compensatory damages within (20) days of signing of this decree by Defendant and Commission, or seven (7) days following Mr. Brown's execution of a Receipt, Release and Settlement Agreement, whichever is later. Defendant or its counsel shall provide a copy of the check issued to John Brown to the EEOC's New Orleans Field Office to the attention of Lillian Thornton, Senior Trial Attorney, at the address of the EEOC: EEOC, New Orleans District Office, 1555 Poydras St., Suite 1900, New Orleans, Louisiana 70112.

18. Defendant shall pay to Alan Arenivar the sum of one thousand five hundred dollars (\$1,500.00) as compensatory damages within (20) days of signing of this decree by Defendant and Commission, or seven (7) days following Mr. Arenivar's execution of a Receipt, Release and Settlement Agreement, whichever is later. Defendant or its counsel shall provide a copy of the check issued to Alan Arenivar to the EEOC's New Orleans Field Office to the attention of Lillian Thornton, Senior Trial Attorney, at the address of the EEOC: EEOC, New Orleans District Office, 1555 Poydras St., Suite 1900, New Orleans, Louisiana 70112.

#### **REPORTING REQUIREMENTS**

19. If EADS Aeroframe Services, L.L.C., resumes operations, or if an entity deemed its legal successor commences operations in the United States, either entity shall prepare a report within six months of commencing operations, containing the following information:

- a. Information on the re-establishment of EADS Aeroframe Services, L.L.C. as an ongoing business entity AND/OR information on the establishment of a legal successor entity, including the date and location of the new business.
- b. Information on the filing of any internal complaints under the Complaint Procedure set forth in this Decree.
- c. Information on the training procedures established .

#### **CONSENT DECREE ENFORCEMENT**

20. In the event that Defendant fails to perform its obligations herein, Plaintiff EEOC (Commission) is empowered to enforce this Consent Decree through the applicable judicial enforcement procedures and to seek sanctions which may be due as a result of the need to enforce this Decree. Any attempt by the Defendant to recoup any part of money paid out to any party under this agreement shall be a violation of this Decree and subject to appropriate sanctions by the court. This Decree shall remain in force for three (3) years from the date of the entry of the Decree.

21. Should any provision of this Decree be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid parts, term, or provision shall be deemed not to be a part of this Decree.

22. This Decree sets forth the entire agreement between the Commission and Defendant, and fully supersedes any and all prior agreements or understandings between the Commission and the Defendant pertaining to the subject matter herein.



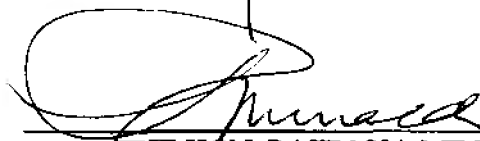
23. The Commission and Defendant, EADS Aeroframe Services, L.L.C., will each bear their own attorney's fees and costs incurred in connection with this litigation.

24. The signatories represent that they have authority to execute this agreement on behalf of their respective clients.

25. This agreement may be signed in counterparts.

IT IS SO ORDERED

Lake Charles, Louisiana this 13 day of Nov, 2006.

  
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THE HON. PATRICIA MINALDI  
JUDGE, UNITED STATES DISTRICT COURT

APPROVED AS TO FORM AND CONTENT:

FOR THE PLAINTIFF:

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

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